

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DISTRICT

In re:) Chapter 11
SUNGARD AS NEW HOLDINGS, LLC, *et al.*,) Case No. 22-90018 (DRJ)
) (Jointly Administered)

Debtors

DECLARATION OF BRIAN E. FEES IN SUPPORT OF LIMITED OBJECTION AND
RESERVATION OF RIGHTS OF SIERRA-CEDAR, INC. IN CONNECTION WITH THE
DEBTORS' PROPOSED SALE OF ASSETS AND POTENTIAL ASSUMPTION AND
ASSIGNMENT OF EXECUTORY CONTRACTS AND REQUEST FOR RELATED RELIEF

I, Brian E. Fees, pursuant to 28 U.S.C. §1746, declare as follows:

1. I am Executive Vice President and Chief Financial Officer of Sierra-Cedar, Inc. In that capacity, I am familiar with the facts contained in this Declaration and, if called upon to testify, would testify competently thereto.
2. I submit this Declaration in further support of the *Limited Objection and Reservation of Rights of Sierra-Cedar, Inc. in Connection with the Debtors' Proposed Sale of Assets and Potential Assumption and Assignment of Executory Contracts and Request for Related Relief* (the "Limited Objection"), filed concurrently herewith.
3. Sierra-Cedar, as a hosting provider for ERP applications, is critical to the day-to-day back-office operations and academic administrative functions for dozens of commercial, public sector, and higher education institutions with well over a million constituents in the United States. In furtherance of its obligations to its hosted clients, Sierra-Cedar contracted with Sungard to provide critical support to Sierra-Cedar's hosted clients. Services under the Sierra-Cedar Master Services Agreement involve, among other things, rental of physical space within secure data centers for the storage and operation of servers and other equipment owned or leased by Sierra-Cedar, as well as associated services, such as power, interconnection, environmental controls including cooling, monitoring, and security.
4. Pursuant to the Sierra-Cedar Master Service Agreement, Sungard provides Sierra-Cedar with: (1) redundant internet services with reserved and burstable bandwidth commitments; (2) cross-connect and fiber cabling support between leased cages; and (3) on-demand support from US-based engineers to respond to hands-on support needs within the facilities and cages. Sungard also provides Sierra-Cedar with

colocation and related network and support services for cabinets provided by both Sungard and Sierra-Cedar for certain Sierra-Cedar owned servers, networking equipment, storage, and data backup devices. All of the Sierra-Cedar-owned colocation services equipment has significant value.

5. If the Sierra-Cedar Master Services Agreement is rejected, Sierra-Cedar will need to carefully orchestrate a transition to an alternative provider for its hosted clients in order to fulfill its duties to them and to enable them to continue to provide services to their constituents in the higher education, public sector, and commercial institutions.
6. The required transition would be a complex and detailed process and would involve, among other things: (1) obtaining proposals from other data center providers through a request-for-proposal (RFP) process; (2) selecting a new data center; (3) obtaining industry and government approval of the relocation details; (4) conducting legal review of, finalizing, and signing a contract with the new data center; (5) ordering millions of dollars of all new hardware for both the primary; (6) ordering new network circuits to be set up at the new data centers; (7) waiting for the new network circuits to be provisioned and set up at the new data centers; (8) hiring IT consultants to install and configure the new hardware and install required electrical and network connections within the data centers; (9) conducting a test to make sure the equipment and systems function properly at the new data centers; (10) the migration of applications to the new datacenter followed by appropriate testing and client sign-off; and (11) the migration of applications to the new datacenter followed by appropriate verification testing and client sign-off.
7. Based on information available to Sierra-Cedar's personnel, Sierra-Cedar estimates that a transition period of at least 12 months is required for the Sierra-Cedar Master Services Agreement.
8. If Sungard or any buyer of its business were to cease to perform under the Sierra-Cedar Managed Services Agreement without sufficient transition periods, Sierra-Cedar estimates that it would incur damages that would likely exceed tens of millions of dollars.
9. Even with appropriate transition periods, Sierra-Cedar estimates that it would still incur millions of dollars in damages due to the high cost and complexity associated with such a transition.

I declare under penalty of perjury that, to the best of my knowledge, information, and

belief, the foregoing is true and correct.

Dated: 8/16/22

A handwritten signature in dark ink, appearing to read "Brian E. Fees", is written over a horizontal line.

Brian E. Fees
Executive Vice President/CFO
Sierra-Cedar, Inc.